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UNITED STATES DISTRICT COURT CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA SOUTHERN DISTRICT OF CALIFORNIA
DEPUTY

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4 UNITED STATES OF AMERICA,

Case No.: 16CR1457-GPC

5 v.

INFORMATION JLS

6 GENTRY DEBORD,

Title 18 U.S.C., Sec. 371-
Conspiracy To Commit Bribery

7 Defendant.
8
9

10 The United States charges that, at all times relevant:

11 1. From in or about November 2007 to May 2010, defendant
12 GENTRY DEBORD ("DEBORD") was a Lieutenant in the U.S. Navy serving
13 as a Logistics Officer and a Stock Control Officer aboard the
14 U.S.S. Essex, an amphibious assault ship deployed in the Western
15 Pacific. In these positions, DEBORD was responsible for procuring
16 goods and services to meet the ship's logistical and supply needs
17 and for verifying that the U.S. Navy's contractors provided these
18 services. From in or about May 2010 until December 2011, DEBORD
19 was a student at the Naval Postgraduate School in Monterey, CA.
20 From in our about December 2011 to in or about August 2013, DEBORD
21 was a Lieutenant Commander serving in Singapore as a Replenishment
22 Officer with the Logistics Group Western Pacific, Task Force 73, a
23 U.S. Navy command that served as the logistics agent for U.S. Navy
24 assets in the Western Pacific. As a Replenishment Officer, DEBORD
25 was responsible for coordinating the movement of U.S. Navy supply
26 ships to ensure that they resupplied U.S. Navy combatant ships
27 operating throughout the Western Pacific region.
28

1 2. As an Officer in the United States Navy, DEBORD was a
2 "public official" within the definition of Title 18, United States
3 Code, Section 201(a)(1).

4 3. Leonard Glenn Francis ("Francis"), was a citizen of
5 Malaysia, residing in Singapore. Francis was the owner, Chief
6 Executive Officer, and President of Glenn Defense Marine (Asia)
7 ("GDMA"), a multi-national corporation with headquarters in
8 Singapore. As of September 2013, GDMA had operating locations in
9 many countries, including Japan, Thailand, Malaysia, Korea, Hong
10 Kong, Indonesia, Australia, Philippines, and the United States.
11 GDMA provided husbanding services to the U.S. Navy under a variety
12 of husbanding contracts for over 25 years. "Husbanding" involved
13 the coordinating, scheduling, and direct and indirect procurement
14 of items and services required by ships and submarines when they
15 arrived at port.

16 4. Alex Wisidagama ("Wisidagama"), a citizen of Singapore,
17 was GDMA's Global Manager for Government Contracts. On March 18,
18 2014, Wisidagama pled guilty to conspiring to defraud the United
19 States with respect to claims in violation of 18 U.S.C. § 286.

20 5. NP was GDMA's Vice President of Global Operations.

21 6. The offenses described herein began or were committed
22 out of the jurisdiction of any particular district, and the
23 offender, DEBORD, as well as one or more joint offenders was
24 arrested within the Southern District of California.

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1 COUNT ONE - Conspiracy (18 U.S.C. § 371)

2 7. The allegations in Paragraphs 1 through 6 of this
3 Information are hereby re-alleged and incorporated herein.

4 8. From in or about November 2007 to at least January 2013,
5 on the high seas and out of the jurisdiction of any particular
6 district, defendant GENTRY DEBORD, a public official, Leonard
7 Glenn Francis, and others (1) knowingly and unlawfully combined,
8 conspired, and agreed to commit bribery, that is, DEBORD, Francis,
9 and others, knowingly agreed that, in return for DEBORD being
10 influenced in the performance of official acts, being influenced
11 to commit and aid in committing and to collude in and allow any
12 fraud, and make opportunity for the commission of any fraud on the
13 United States, and being induced to do and omit to do acts in
14 violation of his official and lawful duties, all as opportunities
15 arose, (a) Francis and others would directly and indirectly,
16 corruptly give, offer, and promise things of value to DEBORD,
17 including but not limited to cash, travel and entertainment
18 expenses, and the services of prostitutes, and (b) DEBORD would
19 directly and indirectly, corruptly demand, seek, receive, accept,
20 and agree to receive and accept these things of value; and (2)
21 DEBORD and Francis took overt acts in furtherance of this
22 conspiracy and to effect its unlawful object, in violation of
23 Title 18, United States Code, Sections 201(b)(1)(A), (B), and (C)
24 and 201(b)(2)(A), (B), and (C).

25 OBJECT OF THE CONSPIRACY

26 9. It was the object of the conspiracy for DEBORD to use
27 his position and influence in the U.S. Navy to advocate for and
28 advance GDMA's interests, as opportunities arose, by, among other

1 things, providing Francis and others with internal, proprietary
2 U.S. Navy information; committing and making opportunity for the
3 commission of fraud on the United States by directing Francis and
4 GDMA to inflate invoices to reflect services not rendered; and
5 advocating for the U.S. Navy to procure items from GDMA under its
6 husbanding contracts. In return, Francis and others would offer
7 things of value to or on behalf of DEBORD, such as cash, travel
8 and entertainment expenses, and the services of prostitutes.

9 METHODS AND MEANS OF THE CONSPIRACY

10 10. In furtherance of this conspiracy, and to accomplish its
11 object, the following methods and means were used, among others:

12 a. DEBORD would demand, seek, receive, and accept
13 things of value from Francis and others.

14 b. Francis and others would offer and give things of
15 value to or on behalf of DEBORD, including cash, travel and
16 entertainment expenses, and the services of prostitutes.

17 c. In return for these things of value, DEBORD would
18 use his position and influence in the U.S. Navy to advocate for
19 and advance GDMA's interests, as opportunities arose.

20 d. DEBORD would attempt to conceal the nature and
21 source of the bribe payments that he received from Francis and
22 others by, among other things: using fictitious email accounts to
23 communicate with GDMA; on at least one occasion by instructing
24 GDMA to fraudulently inflate its bills to the U.S. Navy as a means
25 to cover the cost of the things of value provided to DEBORD; and
26 by falsely referring to the bribe payments and prostitutes by code
27 words and using coded language and other mechanisms designed to
28 obfuscate the true nature of their corrupt relationship, including

1 referring to prostitutes as "cheesecakes" and "bodyguards" during
2 communications with Francis and others.

3 OVERT ACTS

4 11. In furtherance of the conspiracy and to effect its
5 object, the following overt acts, among others, were committed:

6 a. On or about February 26, 2008, DEBORD emailed NP to
7 ask that NP provide him with the services of prostitutes during
8 the U.S.S. Essex's upcoming port visit to Manila, Philippines:
9 "[D]ouble checking to see if I will have my security for the 2nd
10 and the 4th. I however do not want anyone to know I have a
11 bodyguard." NP responded: "Bodyguards are standing by."

12 b. On or about May 7, 2008, DEBORD advised Wisidagama
13 via email that DEBORD had recommended that the U.S. Navy cancel
14 its plans to re-supply the U.S.S. Essex at sea using food and
15 provisions already owned by the U.S. Navy and instead that the
16 U.S.S. Essex purchase the needed items in port. On or about June
17 5, 2008, DEBORD sent Wisidagama and NP a request to purchase
18 additional items from GDMA: "[I]s it possible to send me a list of
19 food items you have available (luxury items) like cheesecake, etc,
20 so we can possibly add to our order."

21 c. On or about June 8, 2008, DEBORD was booked a
22 deluxe room at the Siam Bayshore Hotel in Pattaya, Thailand at
23 GDMA's expense, in conjunction with an upcoming port visit by the
24 U.S.S. Essex to Laem Chabang, Thailand.

25 d. On or about June 13, 2008, a GDMA employee
26 forwarded Wisidagama and NP the confirmation in DEBORD's name at a
27 serviced apartment in Pattaya, Thailand, which noted as well the
28 receipt of a pre-payment by GDMA of 3,742 Thai baht.

1 e. On or about October 13, 2008, DEBORD sent
2 Wisidagama and NP via email pictures of a woman, commenting "This
3 is the cheesecake I want..."

4 f. On or about October 30, 2008 DEBORD emailed NP and
5 Wisidagama advising them that the U.S. Navy's ship husbanding
6 contract in the Philippines was "coming up for renew[al]," and
7 asking that GDMA provide him with an apartment in conjunction with
8 an upcoming port visit by the U.S.S. Essex to Hong Kong. DEBORD
9 noted that he and another GDMA employee "had fun up [near Clark
10 Air Force Base, Philippines,] ate lots of cheesecake, even ate
11 some in a group session."

12 g. On or about November 12, 2008, DEBORD sent NP an
13 email discussing the after action report regarding the service
14 received by the U.S.S. Essex from GDMA during its recent port
15 visit to Hong Kong.

16 h. In the same email of November 12, DEBORD asked NP
17 to provide him with a stay at a furnished apartment in Hong Kong:
18 "What about my apartment [NP]. I need a 3BDR one if you can.
19 Away from sailors but near bars/clubs/cheesecakes."

20 i. On or about November 17, 2008, a GDMA employee sent
21 NP and Wisidagama an email confirming reservations for DEBORD and
22 two others to stay in two furnished apartments for four nights
23 (November 22-26, 2008) in Tsimshatsui, Hong Kong at a total cost
24 to GDMA of \$4090 Hong Kong dollars per night.

25 j. On or about February 8, 2009, DEBORD sent NP and
26 Wisidagama via email an internal U.S. Navy document, entitled
27 "LESSONS LEARNED FROM LAEM CHABANG PORT VISIT," which analyzed
28

1 difficulties during the U.S.S. Essex's recent port visit to Laem
2 Chabang, Thailand, which was serviced by GDMA.

3 k. On or about February 8, 2009, DEBORD sent an email
4 to NP and another GDMA employee inquiring about the cost of
5 procuring a trash barge to service the U.S.S. Essex while in port
6 at Laem Chabang, Thailand. When the GDMA employee quoted a price
7 of \$3,000, DEBORD responded, "We want the barge!!!! You owe me
8 [NP], had to beg to make them pull the trigger."

9 l. On or about February 15, 2009, a GDMA employee
10 forwarded to Wisidagama via email a reservation confirmation in
11 DEBORD's name for a three-night stay (February 16-19, 2009) at the
12 Siam Bay Shore Hotel in Pattaya, Thailand, noting, "this will be
13 on our account together with his laundry and minibar."

14 m. On or about February 21, 2009, DEBORD forwarded to
15 NP and Wisidagama via email proprietary, internal U.S. Navy
16 correspondence in which a U.S. Navy logistics officer advised
17 DEBORD that the logistics officer was investigating certain
18 suspicious charges for force protection that GDMA submitted in
19 connection with the husbanding services rendered to the U.S.S.
20 Harper's Ferry and U.S.S. Essex in Laem Chabang, Thailand.

21 n. On or about March 17, 2009, DEBORD forwarded to NP
22 an internal U.S. Navy email in which a U.S. Navy logistics officer
23 expressed concern to DEBORD about an invoice that GDMA submitted
24 for force protection services rendered to the U.S.S. Essex in
25 Thailand. In the email, the logistics officer warned DEBORD to
26 "be vigilant" about invoices from GDMA.

27 o. On or about July 31, 2009, in an email entitled
28 "cheesecake," DEBORD forwarded to NP an email that contained cost

1 information for a port visit by the U.S.S. Essex to Brisbane,
2 Australia, that was serviced by one of GDMA's competitors. NP, in
3 turn, forwarded the information to Francis: "[S]ir, intel from
4 our contact on the [E]ssex in [B]risbane."

5 p. On or about August 18, 2009, a GDMA employee
6 forwarded to NP and Francis via email airline and room
7 reservations for DEBORD and his family to fly from Manila to
8 Boracay, Philippines and stay five nights (October 5-10, 2009) at
9 Friday's Boracay Beach Resort at a total cost to GDMA of 78,500
10 Philippine pesos.

11 q. On or about February 22, 2010, DEBORD asked NP to
12 provide him with three hotel rooms, two cell phones, a van and
13 \$2,000 Singapore dollars and instructed NP to recover the value of
14 these items by inflating the amount that GDMA would invoice the
15 U.S. Navy for potable water and trash removal service for the
16 U.S.S. Essex port visit to Singapore from February 22-25, 2009.
17 In an email to Francis and Wisidagama that same day, NP described
18 his conversation with DEBORD: "Gentry called me up today and spoke
19 to me about the bills and his (hotel rooms, 2 cell. phns and van).
20 He told me that you can up the potable water and trash for the
21 invoices to make back for this stuff. Break. Sir, he's asking
22 for \$2k [S]ing[apore] dollars as well. This to be included into
23 the water/trash bills. Can get finance to prepare and [a GDMA
24 employee] to hand to him. Please advise."

25 r. In reply to NP's inquiries, Francis approved the
26 payment to DEBORD, and as instructed by DEBORD, GDMA, in fact,
27 fraudulently inflated its invoice to the U.S. Navy to account for
28 the things of value given to DEBORD.

1 s. On or about March 19, 2010, DEBORD forwarded to NP
2 an email exchange between DEBORD and a U.S. Navy logistics officer
3 in which DEBORD recommended paying a GDMA claim against the U.S.
4 Navy for \$8,000 for damage done to GDMA equipment while providing
5 husbanding services to the U.S.S. Essex during a port visit to
6 Subic Bay, Philippines. DEBORD stated to the logistics officer,
7 "I was ready to pay this bill because of discussion last year
8 about sizes of fenders. . . Please give me guidance on what we do
9 if we are responsible and have to pay?"

10 t. According to DEBORD's U.S. Navy personnel file,
11 from about May 2010 until December 2011, DEBORD was a student at
12 the Naval Postgraduate School in Monterey, California.

13 u. On or about May 26, 2012, after recognizing
14 DEBORD's name on an email chain regarding fuel issues, NP emailed
15 another GDMA employee and said, "Look at who's the replenishment
16 officer for ctf73, you remember sex crazy LT Debord from Essex!"
17 NP subsequently emailed DEBORD on May 28, 2012 and invited him out
18 for "cheesecake...just like the good ol days."

19 v. On or about December 31, 2012, according to
20 internal GDMA email, NP emailed Francis to advise: "[W]e need to
21 sponsor the room charges" for DEBORD's stay at the Hard Rock Hotel
22 in Bali, Indonesia from January 5-11, 2013. On or about June 4,
23 2013, Francis directed NP to go to Bali and take care of DEBORD
24 because DEBORD "can slide ships to higher revenue ports."

25 w. Upon DEBORD's return from Bali, Indonesia, on or
26 about January 21, 2013, Francis paid for DEBORD and his wife as
27 well as another couple to dine at the Nadaman Restaurant in
28 Singapore at a cost to Francis of approximately \$1,651.90

1 Singapore dollars. Following the meal, Francis purchased \$70,000
2 Singapore dollars-worth of gaming chips from the Marina Bay Sands
3 Casino, which he split between himself and his guests. During the
4 evening's festivities, Francis sent NP an instant message which
5 exclaimed, "[G]entry [DEBORD] over the moon." NP responded via
6 instant message: "Hook, line and sinker."

7 All in violation of Title 18, United States Code, Section 371.

8
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